

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

TERNITZ ENTERPRISES LIMITED,
a British Virgin Islands corporation

Plaintiff,

CASE NO. _____

v.

LEARJET, INC.,
d/b/a BOMBARDIER AIRCRAFT SERVICES,
a foreign corporation.

Defendant.

/

COMPLAINT

Plaintiff, TERNITZ ENTERPRISES LIMITED, hereby files its Complaint against Defendant LEARJET, INC., d/b/a BOMBARDIER AIRCRAFT SERVICES, and states as follows:

PARTIES

1. Plaintiff, TERNITZ ENTERPRISES LIMITED ("Ternitz"), is a foreign corporation duly organized and existing under the laws of British Virgin Islands with a principal place of business located at Trident Champers, P.O. Box 146, Road Town, Tortola, British Virgin Islands.

2. Defendant, LEARJET, INC., d/b/a BOMBARDIER AIRCRAFT SERVICES ("Learjet"), is a foreign corporation duly organized and existing under the laws of Kansas with its principal place of business located at One Learjet Way, Wichita, KS 67209 and a Registered Agent of CT Corporation System, located at 1200 South Pine Island Road, Plantation, Florida 33324.

JURISDICTION AND VENUE

3. Jurisdiction is proper under 28 U.S.C. § 1332 because the parties are diverse, and the amount in controversy, without interest and costs, exceeds the sum of \$75,000.00.

4. Venue is proper under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred here, and Defendants have extensive business operations in this District.

5. This court has personal jurisdiction over Defendant because they are registered to do business in the State of Florida and have continuous and systematic contacts with Florida and Defendant Learjet's Florida location, wherein the subject negligence occurred is based in Broward County, Florida.

6. All conditions precedent to this action have either occurred or have been waived.

GENERAL ALLEGATIONS

7. At all times material to the Action, Ternitz was the lessee of one (1) Bombardier, Inc., Model BD-700-1A10, Serial Number 9047, United States Registration Number N947BR (the "Aircraft").

8. In March, 2019, Ternitz terminated its lease of the Aircraft. In compliance with its lease terms, Ternitz was to redeliver the Aircraft to the lessor without any discrepancies, as same was defined in the relevant lease.

9. In an effort to comply with the condition requirements in the lease, Ternitz entered into a contract with Defendants to bring the Aircraft back to service at Learjet's service center at Fort Lauderdale-Hollywood International Airport ("KFLL").

10. Defendant returned the Aircraft to service after which it was immediately flown to Tucson International Airport ("KTUS") for return to the lessor, in compliance with the subject lease.

11. On or about May 17, 2019 the Aircraft was repositioned from KFLL to Tucson International Airport ("KTUS") for redelivery, where a multitude of discrepancies were discovered on the Aircraft, including but not limited to:

- a. R/H windshield heat INOP CAS message
- b. On prior to departure in FLL, cleared then returned in flight
- c. #3 IRS INOP
- d. R/H cockpit side window delamination at aft edge
- e. Verify correct operations of all cabin seats
- f. Lower camera down view zoom INOP
- g. Baggage and Aft Lav light INOP
- h. Pilot seat recline not functioning properly
- i. Co-pilot Seat tracking lock, verify correct operation
- j. Raft storage door under divan does not latch
- k. Nose steering "jumpy"

12. Due to the inadequate and negligent maintenance performed by Defendants at the KFLL service center, the several discrepancies flagged at KTUS cost

Ternitz additional cost to repair the Aircraft and frustrated the return of the Aircraft to lessor incurring additional cost in holdover rent.

13. Defendants were obligated to maintain the Aircraft in compliance with manufacturer specifications and in conformity with all requirements promulgated by the Federal Aviation Administration (the "FAA").

14. In order to advance this action, Ternitz has retained the undersigned counsel, and is obligated to pay its' attorney's fees.

COUNT I – BREACH OF CONTRACT

15. Plaintiff, Ternitz, hereby incorporates its allegations set forth in paragraphs 1 through 15 as if fully set forth herein.

16. Defendants and Ternitz entered into a valid contract for consideration to affect the maintenance and repairs of the Aircraft for its redelivery from Ternitz to the lessor.

17. Ternitz completed all of its duties and obligations under the contract, including but not limited to, making payments for the maintenance and repairs allegedly rendered by Defendants at its service center at KFLL.

18. Defendants have materially breached its contractual obligations to Ternitz by failing to adequately perform maintenance on the Aircraft in compliance with the Federal law, and manufacturer's requirement.

19. Ternitz has sustained actual damage and loss as described above as a direct and proximate result of Defendant's material breach of the contract, of which due

notice has been provided to Defendants, and Defendants have failed and refused to remedy.

WHEREFORE, Plaintiff, Ternitz, respectfully requests that this Honorable Court find in its favor and award Plaintiff all recoverable damages, together with costs of this action, pre- and post-judgment interest as permitted by law, and all such other and further relief this Court deems just and proper.

COUNT II – NEGLIGENT MAINTENANCE

20. Plaintiff, Ternitz, hereby incorporates its allegations set forth in paragraphs 1 through 15 as if fully set forth herein.

21. Defendants had a duty to Ternitz to adequately and safely perform maintenance on the Aircraft.

22. Defendants' breach of its duty of care in maintaining the Aircraft adequately and safely is the proximate cause of Ternitz' damages, including additional costs of repairs and holdover rent, and frustration of the return of the Aircraft to the lessor.

23. As a result of Defendants' breach, Ternitz has been damaged.

24. Accordingly, Defendants are liable to Ternitz for damages.

WHEREFORE, Plaintiff, Ternitz, respectfully requests that this Honorable Court find in its favor and award Plaintiff all recoverable damages, together with costs of this action, pre- and post-judgment interest as permitted by law, and all such other and further relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff respectfully demands a trial by jury for all issues so triable.

Respectfully submitted on June 2, 2022.

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